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J. LEE WARREN JR.
REGISTER OF DEEDS
CUMBERLAND CO., N.C.

CUMBERLAND COUNTY NC 01/23/2004
$1762.00
STATE OF NORTH CAROLINA
Real Estate Excise Tax

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1-23-2004 AM 11:26:57
J. LEE WARREN JR.
REGISTER OF DEEDS
CUMBERLAND CO., N.C.

Prepared by and return to
Robert H. Merritt, Jr
Bailey & Dixon, LLP
P O Box 1351
Raleigh, NC 27602

PERMANENT CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT ("Conservation Easement") made this 24th day of December, 2003, by and between SHARON VALENTINE, sole beneficiary of and Executrix of the Estate of Steve A Quinn, deceased, and E MARVIN JOHNSON, a Widower, ("Grantors") and THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, an agency of the State of North Carolina (hereinafter referred to as "NCDOT" or "Grantee")

The designation Grantors and Grantee as used herein shall include said parties, their successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

RECITALS

WHEREAS, Grantors own in fee simple certain real property situated, lying and being in Bladen and Cumberland Counties, North Carolina, more particularly described in Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, Grantee is qualified to be the Grantee of a conservation easement pursuant to N.C. Gen. Stat. §121-35, and

This instrument is re-recorded pursuant to N.C.G.S. 47-36.1, to correct the revenue notation above. The undersigned is the attorney who drafted the original of this instrument.

Robert H. Merritt, Jr.

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WHEREAS, the NCDOT issued a Request for Proposals for qualified providers to provide up to 325 credits of riverine wetlands and 33,000 lineal feet of stream restoration located in the Cape Fear River Basin to be used as compensatory mitigation for impacts resulting from unavoidable impacts to aquatic resources from NCDOT Projects and the NCDOT desires to utilize the Property for the implementation of mitigation activities and to acquire a permanent conservation easement over the Property to obtain the above-referenced Compensatory Mitigation, and

WHEREAS, the purpose of this Conservation Easement is to provide lands for mitigation comprised of the following restored communities: small stream swamp, headwater stream system and other riverine and non-riverine systems, in order to satisfy permit conditions, and

WHEREAS, the preservation of the Property is a condition of future Department of the Army permit actions issued by the Wilmington District Corp of Engineers, required to mitigate for unavoidable stream and/or wetland impacts authorized by such permits, and certified by a 401 Water Quality Certification issued by the North Carolina Division of Water Quality. Grantors agree that a third-party right of enforcement shall be held by the U.S. Army Corps of Engineers, Wilmington District and the North Carolina Division of Water Quality ("Third Parties", which Third Parties shall include any successor agencies), and that these rights are in addition to, and do not limit, the rights of enforcement under said permit and certification.

NOW, THEREFORE, for and in consideration of the covenants and representations contained herein and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Grantors hereby unconditionally and irrevocably grant and convey unto Grantee, its successors and assigns, forever and in perpetuity, a Conservation Easement, a Non-Exclusive Permanent Ingress/Egress Easement and a 100 foot Temporary

Construction Easement, all in the nature and character and to the extent hereinafter set forth, over the Property and as described on Exhibit A, together with the right to preserve and protect the conservation values thereof, as follows:

ARTICLE I
DURATION OF EASEMENT

This Conservation Easement and the associated Non-Exclusive Permanent Ingress/Egress Easement shall be perpetual. This Conservation Easement is an easement in gross, runs with the land is enforceable by Grantee against Grantors, Grantors' successors and assigns, lessees, agents and licensees.

ARTICLE II.
PROHIBITED AND RESTRICTED ACTIVITIES

Except as otherwise set forth herein, any activity on, or use of, the Property inconsistent with the purpose and terms of this Conservation Easement is prohibited The Property shall be returned to and preserved in its natural condition and, subject to the other easements, rights of way and rights reserved herein, the Property shall be restricted from any development that would impair or interfere with the conservation value of the Property.

Subject to the foregoing, the following activities and uses are expressly prohibited, restricted or reserved as indicated hereunder:

A Disturbance of Natural Features. Any change disturbance, alteration or impairment of the natural features of the Property or any introduction of non-native plants and/or animal species is prohibited.

B. Construction There shall be no constructing or placing of any building, mobile home, asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit, line pier landing, dock or any other

temporary or permanent structure or facility on or above the Property, other than as may be necessary to perform restoration or enhancement of the Property to its natural state.

C. Industrial, Commercial and Residential Use Industrial and/or commercial activities, including any right of passage used in conjunction with commercial or industrial activity, are prohibited on the Property Residential use of the Property is prohibited

D Agricultural, Grazing and Horticultural Use Agricultural, grazing, and horticultural use of the Property is prohibited.

E. Vegetation There shall be no removal, burning, destruction, harming, cutting or mowing of trees, shrubs, or other vegetation on the Property.

F. Signage. No signs shall be permitted on or over the Property, except the posting of no trespassing signs, signs identifying the conservation values of the Property, signs giving directions or proscribing rules and regulations for the use of the Property and/or signs identifying the Grantors as owner of the Property and Grantee as the holder of Conservation Easement on the Property.

G Dumping or Storage Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery or hazardous substances, or toxic or hazardous waste, or any placement of underground or aboveground storage tanks or other materials on the Property is prohibited.

H. Mineral Use, Excavation, Dredging There shall be no grading, filling, excavation, dredging, mining or drilling; no removal of topsoil, sand, gravel, rock, peat, minerals or other materials, and no change in the topography of the land in

any manner on the Property, except to restore natural topography or drainage patterns.

I. Water Quality and Drainage Pattern There shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding or related activities, or altering or tampering with water control structures or devises, or disruption or alteration of the restored, enhanced, or created drainage patterns. In addition, diverting or causing or permitting the diversion of surface or underground water into, within or out of the easement area by any means, removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides is prohibited.

J. Development Rights. No development rights that have been encumbered or extinguished by this Conservation Easement shall be transferred pursuant to a transferable development rights scheme or cluster development arrangement or otherwise.

K. Vehicles. The operation of mechanized vehicles, including, but not limited to, motorcycles, dirt-bikes, all-terrain vehicles, cars and trucks is prohibited

ARTICLE III.
GRANTOR'S RESERVED RIGHTS

The Grantors expressly reserve for themselves, their personal representatives, heirs, successors or assigns, the right to continue the use of the Property for purposes not inconsistent with this Conservation Easement, including, but not limited to, the right to quiet enjoyment of the Property, the rights of ingress and egress, the right to hunt, fish, and hike on the Property, the right to sell, transfer, gift or otherwise convey the Property, in whole or in part, provided such

sale, transfer or gift conveyance is subject to the terms of and specifically references, this Conservation Easement For purposes of quiet enjoyment and rights to ingress, egress and regress to the lands adjacent to or surrounding the Property, Grantors further reserve for themselves, their personal representatives, heirs, successors and assigns, the right to continue to use the soil paths/roads described in Item 4 of Exhibit A attached hereto and the easements and exceptions over the Property set forth in Article VI., below, and the same shall not be deemed to violate the restrictions set forth herein.

ARTICLE IV
GRANTEE'S RIGHTS

The Grantee or its authorized representatives, successors and assigns, and the Third Parties as defined above, shall have the right to enter the Property at all reasonable times for the purpose of returning the Property to its natural condition consistent with the purposes of this Conservation Easement and inspecting said Property to determine if the Grantors, or their personal representatives, heirs, successors, or assigns, are complying with the terms, conditions, restrictions, and purposes of this Conservation Easement. The Grantee or its authorized representatives, successors and assigns, and the Third Parties as defined above, shall also have the right to enter and go upon the Property for purposes of making scientific or educational observations and studies, and taking samples. The easement rights granted herein and in Exhibit A attached hereto, do not include public access rights.

ARTICLE V.
ENFORCEMENT AND REMEDIES

A Upon any breach of the terms of this Conservation Easement by the Grantors, their agents, successors, or assigns, which comes to the attention of the Grantee, the Grantee or the Third Parties may institute a suit to enjoin such violation and if necessary to require the

restoration of the Property to its prior condition at the Grantor's expense

B No failure on the part of the Grantee to enforce any covenant or provision hereof shall discharge or invalidate such covenant or any other covenant, condition, or provision hereof or affect the right to Grantee to enforce the same in the event of a subsequent breach or default

C Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantors for any injury or change in the Property resulting from causes beyond the Grantors' control, including, without limitation, fire, flood, storm, war act of God or third parties, except Grantors' lessees or invitees; or from any prudent action taken in good faith by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to life, damage to property or harm to the Property resulting from such causes

ARTICLE VI
MISCELLANEOUS

A. Title. Grantors warrant, covenant and represent that Grantors are the sole owners and are seized of the Property in fee simple and have good right to make, declare and impose the aforesaid Conservation Easement, the Property is free and clear of any and all encumbrances, except the easements, leases, restrictions and rights of way of record described below, and Grantor will warrant and defend title to the same against the claims of all persons. The easements, leases, restrictions and rights-of-way of record are as follows·

1 General Service and Utility easement to South River Electric Membership Corporation recorded in Book 255, Page 890, Bladen County Registry and Book 2870, Page 137, Cumberland County Registry

2. General Service and Utility easement to South River Electric Membership Corporation recorded in Book 395, Page 173, Bladen County Registry.

3. General Service and Utility easement to Star Telephone Membership Corporation recorded in Book 243, Page 748, Bladen County Registry.

4. Non-Exclusive Right-of-Way easement to Murphy Farms recorded at Book 300, Page 264, Bladen County Registry

5. Non-exclusive easements granted to Grantee as set forth on Exhibit A, attached hereto and incorporated herein by reference.

6 Non-exclusive access easements reserved by Grantors as set forth on Exhibit A, attached hereto and incorporated herein by reference

7. Overhead power lines crossing easement area as shown on recorded plat.

B Subsequent Transfers. The Grantors agree to incorporate the terms of this Conservation Easement in any deed or other legal instrument that transfers any interest in all or a portion of the Property. The Grantors agree to provide written notice of such transfer to Grantee at least thirty (30) days prior to the date of the transfer. The Grantors and Grantee agree that the terms of this Conservative Easement shall survive any merger of the fee and easement interests in the Property or any portion thereof and shall not be amended, modified or terminated without the prior written consent and approval of the Third Parties

C Assignment. The parties recognize and agree that the benefits of this Conservation Easement are in gross and assignable provided, however that the Grantee hereby covenants and agrees, that in the event it transfers or assigns this Conservation Easement, or any of the rights hereunder, the organization receiving the interest will be a qualified holder under N.C. Gen Stat § 121-34 et seq , and the Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue in perpetuity the conservation purposes described in this document.

D. Entire Agreement and Severability. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement. If any

provision is found to be void or unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect.

TO HAVE AND TO HOLD the said rights and easements perpetually unto Grantee for the aforesaid purposes.

IN TESTIMONY WHEREOF, the Grantor has hereunto set his hand and seal, the day and year first above written

_____(SEAL)
Sharon Valentine, sole heir of and Executrix of the Estate of Steve A Quinn, deceased

_____(SEAL)
E. Marvin Johnson, a widower

STATE OF NORTH CAROLINA

COUNTY OF Hoke

I, Kimberly Martin Clark, the undersigned Notary Public of the County and State aforesaid, certify that Sharon Valentine, sole heir of and Executrix of the Estate of Steve A. Quinn, deceased, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 24th day of December, 2003

_____
Notary Public

My Commission Expires: My Commission Expires June 13 2004

STATE OF NORTH CAROLINA

COUNTY OF Duplin

I, Bonnie R Robinson, the undersigned Notary Public of the County and State aforesaid, certify that E. Marvin Johnson, a widower, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed Witness my hand and Notarial stamp or seal this 24th day of Dec., 2003.

Bonnie R. Robinson
Notary Public

BONNIE R. ROBINSON NOTARY PUBLIC DUPLIN COUNTY, N.C.

My Commission Expires. 12-22-2004

The foregoing Certificate(s) of Bonnie R. Robinson, Kimberly Martin Clark is/are certified to be correct This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

J. LEE WARREN, JR. REGISTER OF DEEDS FOR CUMBERLAND COUNTY,

By Sheila M Day Deputy/Assistant - Register of Deeds

Exhibit A

Legal Description
Permanent Conservation and Related Easements
Quinn/Valentine/Johnson Property
Cumberland and Bladen County, North Carolina

1. Permanent Conservation Easement

A permanent conservation easement over a portion of land in White Oak Township, Bladen County, North Carolina, and Cedar Creek Township, Cumberland County, North Carolina, as shown on map entitled "Final Plat of Conservation Easement For North Carolina Department of Transportation on the Property of Sharon Valentine and E Marvin Johnson" dated October 14, 2003, prepared by Buck Engineering, P.C., and recorded in Plat Book B28, Pages 271-278, Bladen County Registry, and Plat Book 110, Pages 139-142, Cumberland County Registry and being more particularly described as follows·

Commencing at an iron bar and cap with NC Grid coordinates (NAD83) of X=2,078,120 30, Y=388,809 09 and identified as Control Point #43 on the above-referenced Final Plat and running S40°47'24" W, 1788.02' to an iron bar, which iron bar is the POINT AND PLACE OF BEGINNING; thence continuing the following courses and distances·

N88°14'49"W, 983.02'; thence N00°20'06"W, 687 54'; thence N26°00' 12"W, 366.83'; thence N43°40'04"W, 244.56'; thence N20°49' 15"W, 305 41'; thence N44°33'21"W, 366.76'; thence N15°40'55"W, 2826.42'; thence N04°48'42"E, 580.32'; thence N34°31'59"W, 1462.19'; thence N14°03'46"W, 5534.22', thence N32°42'51"E, 1413.44'; thence N03°27' 13"E, 2724 79';thence N20°33'36"W, 1251.75'; thence N04°20'08"W, 719.57', thence N08°40'44"E, 228.86', thence N21°29'23"W, 245.46', thence N05°02'09"W, 271.05'; thence N36°55'40"E, 175 91'; thence N23°11'30"W, 193 69'; thence N03°58'00"E, 269.75', thence N36°31'37"W, 171.00', thence N02°22'55"W, 208.23'; thence N23°41'31"W, 157 92'; thence N31°50'04"W, 196.29'; thence N48°37' 17"W, 253 86'; thence N41°18'32"W, 189.06'; thence N14°23'53"E, 315 51', thence N27°15'39"W, 213.89'; thence N81°15' 15"W, 230.51'; thence N33°15' 16"W, 244.30'; thence N56°42'50"W, 188 65', thence N44°21'50"W, 168 56', thence N10°46'42"W, 183 46', thence S70°22'31" W, 161 34', thence N70°20'46"W, 319.16'; thence N52°19'02"W, 248 39'; thence N78°16'05"W, 380.10'; thence N46°33'26"W, 296.55', thence N03°59'51"W, 170.58', thence N22°49'34"E, 212.00'; thence N57°57'41"W, 133 18'; thence N09°37'26"E, 509 72', thence N22°54'48"E, 189.09' to a point in the proximity of the southern edge of a 100' easement to Carolina Power & Light Co , thence S84°22'12"E, 154 93', thence turning south away from said Carolina Power & Light easement S18°03'42"W, 195 23'; thence S07°19'49"W, 169.32'; thence S11°50'37"W, 235.65'; thence S51°26'30"E, 161.43'; thence S21°25'06"W, 349.65'; thence S43°17'32"E, 185 23'; thence S70°23'40"E, 113 71'; thence S78°14' 15"E, 273.72'; thence S53°39'32"E, 259.78'; thence S70°13'26"E, 237.23'; thence N59°03'08"E, 205 29'; thence S44°15'20"E, 175 42', thence S11°36'56"E, 214 80'; thence S57°33'07"E, 274.64'; thence S37°46'59"E, 266.04'; thence S83°47'43"E, 242.00'; thence S18°55'44"E, 418 97', thence S24°46'42"W, 220.57'; thence S48°42'14"E, 341.28'; thence S37°25'04"E, 231 72', thence

S15°53'15"E, 265.10'; thence S02°20'54"E, 158 23'; thence S40°07'15"E, 209.31'; thence S01°18'07"W, 237.45'; thence S15°57'53"E, 160.54'; thence S00°47'05"W, 177 94'; thence S51°06' 10"W, 141.81'; thence SO1°09'46"E, 103.83'; thence S18°31'40"E, 350.88', thence S09°58'44"W, 199.27', thence N74°05'50"E, 503 37'; thence S23°38'44"E, 1282.07'; thence S16°00'10"E, 782 06'; thence SO1°05'38"W, 3113 92' crossing the Cumberland County/Bladen County line; thence S46°27'57"W, 1075.69'; thence S15°26' 18"E, 5714.57'; thence S20°06'43"E, 2417 61'; thence S17°06'44"E, 4253 58' to the POINT AND PLACE OF BEGINNING, said permanent conservation easement containing 430 00 acres, more or less

2 Non-Exclusive Permanent Ingress/Egress Easement

In addition to the permanent conservation easement described above, the real property conveyed herein shall include a Non-Exclusive Permanent Ingress/Egress Easement to provide ingress, egress and regress for purposes of accessing the permanent conservation easement set forth in item 1, above, said Non-Exclusive Permanent Ingress/Egress Easement being more particularly described as follows

Commencing at an iron bar and cap with NC Grid coordinates (NAD83) of X=2,078,120.30, Y=388,809.09 and identified as Control Point #43 on a map entitled· "Final Plat of Conservation Easement For North Carolina Department of Transportation on the Property of Sharon Valentine and E. Marvin Johnson" dated October 14, 2003, prepared by Buck Engineering, P C. and recorded at Plat Book B28, Pages 271-278 Bladen County Registry and Plat Book 110, Pages 139-142, Cumberland County Registry, and running S89°31'21"W 1580.87' to the POINT AND PLACE OF BEGINNING; thence N17°06'44"W, 60 34'; thence N79°00'45"E, 1656 83'; thence N88°58'32"E, 83.67'; thence N67°00'21"E, 512.12' to a point on the westerly right-of-way of NC Hwy 53 (100' Public R/W); thence continuing along said right-of-way S03°05' 13"W, 66 80', thence leaving said right-of-way and continuing S67°00'21"W, 479 66', thence S88°58'32"W, 72 36', thence S79°00'45"W, 1677 04' to the POINT AND PLACE OF BEGINNING, said Non-Exclusive Permanent Ingress/Egress Easement containing 3 08 acres, more or less, which Non-Exclusive Permanent Ingress/Egress Easement shall run with the permanent conservation easement conveyed herein

3. Non-Exclusive Temporary Construction Easement

A 100' temporary construction easement around the outside boundary of the permanent conservation easement, as shown on "Final Plat of Conservation Easement For North Carolina Department of Transportation on the Property of Sharon Valentine and E. Marvin Johnson," said Plat being recorded at Plat Book 110, Pages 139-142, Cumberland County Registry, and Plat Book B28, Pages 271-278, Bladen County Registry, for purposes of restoring the Property to its natural condition pursuant to the permanent conservation easement.

4. Grantor's Reservation of Access Easements

For the purpose of ingress, egress and regress and permanent access to Grantors' property or properties located adjacent to said permanent conservation easement and for the purpose of

transversing the permanent conservation easement itself, Grantor hereby reserves the following non-exclusive access easements

a. Beginning at a point in the southern portion of the permanent conservation easement, said point being located S 89° 31' 21" W 1580.87' from an iron bar and cap having NC Grid coordinates (NAD83) of X= 2,078,120.30, Y=388,809.09 and identified as Control Point #43 on plat recorded at Plat Book B28, Pages 271-278, Bladen County Registry and Plat Book 110, Pages 139-142, Cumberland County Registry, thence S 80° 06' 00" W 882 86', thence N 43° 40' 04" W 48.99'; thence N 20° 49' 15" W 19 63'; thence N 80° 06' 00" E 906 22', thence S 17° 06' 44" E 60.48' to the Point and Place of Beginning, which access easement is depicted on Sheet 4 of the aforementioned plat.

b. A non-exclusive easement for ingress, egress and regress over the soil path/road depicted on Sheet 3 of the plat recorded at Plat Book B28, Pages 271-278, Bladen County Registry and Plat Book 110, Pages 139-142, Cumberland County Registry, which soil path/road is shown transversing the permanent conservation easement and intersecting a call on the western boundary of said permanent conservation easement reading N 32° 42' 51" East 1413.44' and intersecting the upper end of a call on the eastern boundary of said permanent conservation easement reading S 15° 26' 18" E 5714.57' This non-exclusive easement is subject to Grantee's determination to keep and preserve said soil path/road and is further subject to uses consistent with this Conservation Easement and the potential for hydraulic trespass as described in that certain Option to Purchase Conservation Easement dated May 5, 2003, by and between Steve A. Quinn and wife, Sharon Valentine and E. Marvin Johnson (a widower) as "Seller" and Buck Engineering, P.C., a North Carolina professional corporation as "Buyer."

c A non-exclusive easement for ingress, egress and regress over that soil path/road depicted on the plat recorded at Plat Book B28, Pages 271-278, Bladen County Registry and Plat Book 110, Pages 139-142, Cumberland County Registry and running generally in a north/south direction within the boundaries of the permanent conservation easement but exiting said permanent conservation easement through the eastern boundary of said permanent conservation easement as shown on Sheet 2 of said recorded plat. This non-exclusive easement is subject to Grantee's determination to keep and preserve said soil path/road and is further subject to uses consistent with this Conservation Easement and the potential for hydraulic trespass as described in that certain Option to Purchase Conservation Easement dated May 5, 2003, by and between Steve A. Quinn and wife, Sharon Valentine and E. Marvin Johnson (a widower) as "Seller" and Buck Engineering, P C , a North Carolina professional corporation as "Buyer "

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EXPLANATION STATEMENT TO CORRECT OBVIOUS MINOR ERROR (S) MADE IN AN INSTRUMENT AS ORIGINALLY RECORDED.

RE: BOOK 6387

PAGE 605

RECORDED IN THE Cumberland COUNTY REGISTRY

NAMES OF ALL PARTIES TO THE ORIGINAL INSTRUMENT

GRANTORS: Sharon Valentine and E. Marvin Johnson

TRUSTEE/GRANTEES: NCDOT

STATE OF NORTH CAROLINA
COUNTY OF _____

I/WE, The Undersigned, hereby certify that the following corrections are made in the above named recorded instrument in accordance with the provisions of G.S. 47-36.1 ratified June 30, 1986.

DESCRIPTION OF CORRECTION (S): Correction in revenue notation.

THIS, THE 23RD DAY OF January, 2004

[signature] (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

This explanation statement together with the attached instrument duly rerecorded at 11:26:57 o'clock A M this the 23 day of Jan., 20 04 in the book and page shown on the first page hereof.

J. LEE WARREN, JR.
REGISTER OF DEEDS

BY: Robin Jones
DEPUTY/A~~SSISTANT~~ REGISTER OF DEEDS

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J. LEE WARREN JR.
REGISTER OF DEEDS
CUMBERLAND CO., N.C.

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8- 1-2005 AM 10:45: 4
J. LEE WARREN JR.
REGISTER OF DEEDS
CUMBERLAND CO., N.C.

Prepared by and return to
Robert H Merritt, Jr
Bailey & Dixon, LLP
P O Box 1351
Raleigh, NC 27602

DEED OF CORRECTION FOR PERMANENT CONSERVATION EASEMENT

THIS DEED OF CORRECTION FOR PERMANENT CONSERVATION EASEMENT ("Conservation Easement") made this 7TH day of July, 2005, by and between SHARON VALENTINE, individually and as sole beneficiary of and Executrix of the Estate of Steve A Quinn, deceased, and E. MARVIN JOHNSON, a Widower, ("Grantors") and THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, an agency of the State of North Carolina (hereinafter referred to as "NCDOT" or "Grantee").

The designation Grantors and Grantee as used herein shall include said parties, their successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

RECITALS

WHEREAS, Grantors own in fee simple certain real property situated, lying and being in Bladen and Cumberland Counties, North Carolina, more particularly described in Exhibit A attached hereto and incorporated herein (the "Property"), and

This document is being re-recorded to include the notary's official seal previously omitted on page 9.

Robert H. Merritt, Jr.

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WHEREAS, Grantee is qualified to be the Grantee of a conservation easement pursuant to N.C. Gen. Stat. §121-35, and

WHEREAS, Grantor previously granted and conveyed to Grantor a Permanent Conservation Easement and related access easements over and with respect to certain of Grantor's lands, such Permanent Conversation Easement being recorded at Book 6387, Page 605, Cumberland County, North Carolina Registry, re-recorded on January 23, 2004 at Book 6407, Page 411, Cumberland County, North Carolina Registry and further recorded at Book 536, Page 582, Bladen County, North Carolina Registry, and re-recorded on January 23, 2004 at Book 538, Page 001, Bladen County, North Carolina Registry, and

WHEREAS, a minor adjustment in the description of the Conservation Easement is required in order to properly locate a small portion of the stream bed in the northernmost part of the Property fully and accurately within the boundaries of the Conservation Easement, and the purpose of this Deed of Correction is to make that adjustment in the description of the Conservation Easement,

NOW, THEREFORE, for good and valuable consideration the receipt and legal sufficiency of which is hereby acknowledged, Grantors hereby unconditionally and irrevocably grant and convey unto Grantee, its successors and assigns, forever and in perpetuity, a Conservation Easement, a Non-Exclusive Permanent Ingress/Egress Easement and a 100 foot Temporary Construction Easement, all in the nature and character and to the extent hereinafter set forth, over the Property and as described on Exhibit A, together with the right to preserve and protect the conservation values thereof, as follows·

ARTICLE I
DURATION OF EASEMENT

This Conservation Easement and the associated Non-Exclusive Permanent Ingress/Egress Easement shall be perpetual This Conservation Easement is an easement in gross, runs with the land is enforceable by Grantee against Grantors, Grantors' successors and assigns, lessees, agents and licensees

ARTICLE II
PROHIBITED AND RESTRICTED ACTIVITIES

Except as otherwise set forth herein, any activity on, or use of, the Property inconsistent with the purpose and terms of this Conservation Easement is prohibited The Property shall be returned to and preserved in its natural condition and, subject to the other easements, rights of way and rights reserved herein, the Property shall be restricted from any development that would impair or interfere with the conservation value of the Property

Subject to the foregoing, the following activities and uses are expressly prohibited, restricted or reserved as indicated hereunder:

A Disturbance of Natural Features Any change disturbance, alteration or impairment of the natural features of the Property or any introduction of non-native plants and/or animal species is prohibited

B Construction. There shall be no constructing or placing of any building, mobile home, asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit, line pier landing, dock or any other temporary or permanent structure or facility on or above the Property, other than as may be necessary to perform restoration or enhancement of the Property to its natural state.

C Industrial, Commercial and Residential Use Industrial and/or commercial activities, including any right of passage used in conjunction with commercial or industrial activity, are prohibited on the Property. Residential use of the Property is prohibited.

D Agricultural, Grazing and Horticultural Use. Agricultural, grazing, and horticultural use of the Property is prohibited.

E Vegetation. There shall be no removal, burning, destruction, harming, cutting or mowing of trees, shrubs, or other vegetation on the Property.

F Signage No signs shall be permitted on or over the Property, except the posting of no trespassing signs, signs identifying the conservation values of the Property, signs giving directions or proscribing rules and regulations for the use of the Property and/or signs identifying the Grantors as owner of the Property and Grantee as the holder of Conservation Easement on the Property.

G Dumping or Storage. Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery or hazardous substances, or toxic or hazardous waste, or any placement of underground or aboveground storage tanks or other materials on the Property is prohibited.

H Mineral Use, Excavation, Dredging. There shall be no grading, filling, excavation, dredging, mining or drilling; no removal of topsoil, sand, gravel, rock, peat, minerals or other materials, and no change in the topography of the land in any manner on the Property, except to restore natural topography or drainage patterns

I Water Quality and Drainage Pattern. There shall be no diking, draining, dredging,

channeling, filling, leveling, pumping, impounding or related activities, or altering or tampering with water control structures or devises, or disruption or alteration of the restored, enhanced, or created drainage patterns. In addition, diverting or causing or permitting the diversion of surface or underground water into, within or out of the easement area by any means, removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides is prohibited.

J Development Rights No development rights that have been encumbered or extinguished by this Conservation Easement shall be transferred pursuant to a transferable development rights scheme or cluster development arrangement or otherwise

K Vehicles. The operation of mechanized vehicles, including, but not limited to, motorcycles, dirt-bikes, all-terrain vehicles, cars and trucks is prohibited

ARTICLE III
GRANTOR'S RESERVED RIGHTS

The Grantors expressly reserve for themselves, their personal representatives, heirs, successors or assigns, the right to continue the use of the Property for purposes not inconsistent with this Conservation Easement, including, but not limited to, the right to quiet enjoyment of the Property, the rights of ingress and egress, the right to hunt, fish, and hike on the Property, the right to sell, transfer, gift or otherwise convey the Property, in whole or in part, provided such sale, transfer or gift conveyance is subject to the terms of and specifically references, this Conservation Easement For purposes of quiet enjoyment and rights to ingress, egress and regress to the lands adjacent to or surrounding the Property, Grantors further reserve for

themselves, their personal representatives, heirs, successors and assigns, the right to continue to use the soil paths/roads described in Item 4 of Exhibit A attached hereto and the easements and exceptions over the Property set forth in Article VI., below, and the same shall not be deemed to violate the restrictions set forth herein.

ARTICLE IV
GRANTEE'S RIGHTS

The Grantee or its authorized representatives, successors and assigns, and the Third Parties as defined above, shall have the right to enter the Property at all reasonable times for the purpose of returning the Property to its natural condition consistent with the purposes of this Conservation Easement and inspecting said Property to determine if the Grantors, or their personal representatives, heirs, successors, or assigns, are complying with the terms, conditions, restrictions, and purposes of this Conservation Easement. The Grantee or its authorized representatives, successors and assigns, and the Third Parties as defined above, shall also have the right to enter and go upon the Property for purposes of making scientific or educational observations and studies, and taking samples The easement rights granted herein and in Exhibit A attached hereto, do not include public access rights.

ARTICLE V
ENFORCEMENT AND REMEDIES

A Upon any breach of the terms of this Conservation Easement by the Grantors, their agents, successors, or assigns, which comes to the attention of the Grantee, the Grantee or the Third Parties may institute a suit to enjoin such violation and if necessary to require the restoration of the Property to its prior condition at the Grantor's expense.

B No failure on the part of the Grantee to enforce any covenant or provision hereof shall discharge or invalidate such covenant or any other covenant, condition, or provision hereof or

affect the right to Grantee to enforce the same in the event of a subsequent breach or default

C. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantors for any injury or change in the Property resulting from causes beyond the Grantors' control, including, without limitation, fire, flood, storm, war act of God or third parties, except Grantors' lessees or invitees, or from any prudent action taken in good faith by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to life, damage to property or harm to the Property resulting from such causes

ARTICLE VI
MISCELLANEOUS

A. Title Because this document is a Deed of Correction correcting the description of the conveyance previously made, warranted and completed by the aforementioned deeds which were recorded and re-recorded in Bladen County, North Carolina and Cumberland County, North Carolina, and sufficient warranties of title being previously so given, Grantors hereby make no further warranty of title, expressed or implied, as to the title to the Property conveyed as the Conservation Easement.

B. Subsequent Transfers The Grantors agree to incorporate the terms of this Conservation Easement in any deed or other legal instrument that transfers any interest in all or a portion of the Property. The Grantors agree to provide written notice of such transfer to Grantee at least thirty (30) days prior to the date of the transfer The Grantors and Grantee agree that the terms of this Conservative Easement shall survive any merger of the fee and easement interests in the Property or any portion thereof and shall not be amended, modified or terminated without the prior written consent and approval of the Third Parties

C. Assignment. The parties recognize and agree that the benefits of this Conservation Easement are in gross and assignable provided, however that the Grantee hereby covenants and agrees, that in the event it transfers or assigns this Conservation Easement, or any of the rights hereunder, the organization receiving the interest will be a qualified holder under N.C. Gen. Stat § 121-34 et seq., and the Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue in perpetuity the conservation purposes described in this document.

D Entire Agreement and Severability This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement If any provision is found to be void or unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect

TO HAVE AND TO HOLD the said rights and easements perpetually unto Grantee for the aforesaid purposes.

IN TESTIMONY WHEREOF, the Grantor has hereunto set his hand and seal, the day and year first above written

(SEAL)
Sharon Valentine, individually and
as sole beneficiary of and
Executrix of the Estate of Steve A
Quinn, deceased

(SEAL)
E Marvin Johnson, a widower

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0605

BK6959PG605 BK~~6935PG216~~

STATE OF NORTH CAROLINA

COUNTY OF Hoke

I, Amanda I. Cifra the undersigned Notary Public of the County and State aforesaid, certify that Sharon Valentine, individually and as sole beneficiary of and Executrix of the Estate of Steve A Quinn, deceased, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed Witness my hand and Notarial stamp or seal this 7th day of July, 2005.

Amanda I. Cifra
Notary Public

My Commission Expires: 5-28-2010

"OFFICIAL SEAL"
Notary Public, North Carolina
County of Cumberland
Amanda I. Cifra
My Commission Expires 5/28/2010

STATE OF NORTH CAROLINA

COUNTY OF Hoke

I, Amanda I. Cifra, the undersigned Notary Public of the County and State aforesaid, certify that E. Marvin Johnson, a widower, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed Witness my hand and Notarial stamp or seal this 7th day of July, 2005

Amanda I. Cifra
Notary Public

My Commission Expires 5-28-2010

"OFFICIAL SEAL"
Notary Public, North Carolina
County of Cumberland
Amanda I. Cifra
My Commission Expires 5/28/2010

189337

The foregoing Certificate(s) of Amanda I Cifra

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

J LEE WARREN, JR. REGISTER OF DEEDS FOR CUMBERLAND COUNTY,

By Regina Hazel Deputy/Assistant - Register of Deeds

Exhibit A

Corrected Legal Description
Permanent Conservation and Related Easements
Quinn/Valentine/Johnson Property
Cumberland and Bladen County, North Carolina

1. Permanent Conservation Easement

A permanent conservation easement over a portion of land in White Oak Township, Bladen County, North Carolina, and Cedar Creek Township, Cumberland County, North Carolina, as shown on map entitled "Final Plat of Conservation Easement For North Carolina Department of Transportation on the Property of Sharon Valentine and E. Marvin Johnson" dated October 14, 2003, prepared by Buck Engineering, P.C., and recorded in Plat Book B28, Pages 271-278, Bladen County Registry, and Plat Book 110, Pages 139-142, Cumberland County Registry, which map was revised and corrected as of June 23, 2005, and recorded in Plat Book 850 & 851 Pages 498-505, Bladen County Registry and Plat Book 114, Pages 146-149 Cumberland County Registry and being more particularly described as follows:

Commencing at an iron bar and cap with NC Grid coordinates (NAD83) of X=2,078,120.30, Y=388,809 09 and identified as Control Point #43 on the above-referenced Final Plat and running S40°47'24" W, 1788 02' to an iron bar, which iron bar is the POINT AND PLACE OF BEGINNING; thence continuing the following courses and distances.

N88°14'49"W, 983.02', thence N00°20'06"W, 687.54', thence N26°00' 12"W, 366 83'; thence N43°40'04"W, 244.56'; thence N20°49' 15"W, 305.41', thence N44°33'21"W, 366 76', thence N15°40'55"W, 2826 42', thence N04°48'42"E, 580 32', thence N34°31'59"W, 1462.19', thence N14°03'46"W, 5534.22'; thence N32°42'51"E, 1413.44', thence N03°27' 13"E, 2724 79', thence N20°33'36"W, 1251 75'; thence N04°20'08"W, 719.57'; thence N08°40'44"E, 228.86', thence N21°29'23"W, 245 46', thence N05°02'09"W, 271 05', thence N36°55'40"E, 175.91'; thence N23°11'30"W, 193.69'; thence N03°58'00"E, 269 75', thence N36°31'37"W, 171 00', thence N02°22'55"W, 208 23'; thence N23°41'31"W, 157 92'; thence N31°50'04"W, 196 29', thence N48°37' 17"W, 253.86', thence N41°18'32"W, 189.06', thence N14°23'53"E, 315.51'; thence N27°15'39"W, 213 89', thence N81°15' 15"W, 230 51'; thence N33°15' 16"W, 244 30', thence N38°54'53"W, 286 23', thence N68°03'26W, 1012 07', thence N52°37'38"W, 350 82'; thence N27°29'04"W, 266.62'; thence N12°09'07"W, 256 67', thence N34°13'51"E, 314.00', thence N14°05'15"W, 335.76', N22°54'48"E, 126.82' to a point in the proximity of the southern edge of a 100' easement to Carolina Power & Light Co , thence S84°22'12"E, 154 93', thence turning south away from said Carolina Power & Light easement S18°03'42"W, 166.58', thence S40°57'37"E, 109.19', thence S04°43'49"E, 148.25'; thence S21°14'46"W, 379.77'; thence S03°02'47"E, 188 14'; thence S45°28'24"E, 362 73', thence S68°03'26"E, 1078 57', thence S38°54'53"E, 338 41', thence S37°46'59"E, 266.04', thence S83°47'43"E, 242.00', thence S18°55'44"E, 418.97', thence S24°46'42"W, 220.57'; thence S48°42'14"E, 341 28'; thence S37°25'04"E, 231.72', thence S15°53'15"E, 265.10', thence S02°20'54"E, 158.23', thence S40°07'15"E, 209 31'; thence S01°18'07"W, 237.45'; thence S15°57'53"E, 160 54', thence

S00°47'05"W, 177.94', thence S51°06' 10"W, 141.81'; thence S01°09'46"E, 103.83'; thence S18°31'40"E, 350 88', thence S09°58'44"W, 199.27'; thence N74°05'50"E, 503.37'; thence S23°38'44"E, 1282 07'; thence S16°00'10"E, 782 06'; thence S01°05'38"W, 3113 92' crossing the Cumberland County/Bladen County line, thence S46°27'57"W, 1075 69'; thence S15°26' 18"E, 5714 57'; thence S20°06'43"E, 2417.61'; thence S17°06'44"E, 4253 58' to the POINT AND PLACE OF BEGINNING, said permanent conservation easement containing 430.00 acres, more or less.

2 Non-Exclusive Permanent Ingress/Egress Easement

In addition to the permanent conservation easement described above, the real property conveyed herein shall include a Non-Exclusive Permanent Ingress/Egress Easement to provide ingress, egress and regress for purposes of accessing the permanent conservation easement set forth in item 1, above, said Non-Exclusive Permanent Ingress/Egress Easement being more particularly described as follows·

Commencing at an iron bar and cap with NC Grid coordinates (NAD83) of X=2,078,120 30, Y=388,809.09 and identified as Control Point #43 on a map entitled· "Final Plat of Conservation Easement For North Carolina Department of Transportation on the Property of Sharon Valentine and E. Marvin Johnson" dated October 14, 2003, prepared by Buck Engineering, P.C. and recorded at Plat Book B28, Pages 271-278 Bladen County Registry and Plat Book 110, Pages 139-142, Cumberland County Registry which map was revised and corrected as of June 23, 2005, and recorded in Plat Book 850 851, Pages 498-505, Bladen County Registry and Plat Book 114, Pages 196-199 Cumberland County Registry and, running S89°31'21"W 1580 87' to the POINT AND PLACE OF BEGINNING; thence N17°06'44"W, 60 34'; thence N79°00'45"E, 1656 83'; thence N88°58'32"E, 83 67', thence N67°00'21"E, 512.12' to a point on the westerly right-of-way of NC Hwy 53 (100' Public R/W); thence continuing along said right-of-way S03°05' 13"W, 66.80', thence leaving said right-of-way and continuing S67°00'21"W, 479 66', thence S88°58'32"W, 72 36', thence S79°00'45"W, 1677.04' to the POINT AND PLACE OF BEGINNING, said Non-Exclusive Permanent Ingress/Egress Easement containing 3 08 acres, more or less, which Non-Exclusive Permanent Ingress/Egress Easement shall run with the permanent conservation easement conveyed herein.

3 Non-Exclusive Temporary Construction Easement

A 100' temporary construction easement around the outside boundary of the permanent conservation easement, as shown on "Final Plat of Conservation Easement For North Carolina Department of Transportation on the Property of Sharon Valentine and E Marvin Johnson," said Plat being recorded at Plat Book 110, Pages 139-142, Cumberland County Registry, and Plat Book B28, Pages 271-278, Bladen County Registry which map was revised and corrected as of June 23, 2005, and recorded in Plat Book 850 851, Pages 498-505, Bladen County Registry and Plat Book 114, Pages 196-199 Cumberland County Registry and, for purposes of restoring the Property to its natural condition pursuant to the permanent conservation easement.

Grantor's Reservation of Access Easements

For the purpose of ingress, egress and regress and permanent access to Grantors' property or properties located adjacent to said permanent conservation easement and for the purpose of transversing the permanent conservation easement itself, Grantor hereby reserves the following non-exclusive access easements:

a Beginning at a point in the southern portion of the permanent conservation easement, said point being located S 89° 31' 21" W 1580 87' from an iron bar and cap having NC Grid coordinates (NAD83) of X= 2,078,120 30, Y=388,809.09 and identified as Control Point #43 on plat recorded at Plat Book B28, Pages 271-278, Bladen County Registry and Plat Book 110, Pages 139-142, Cumberland County Registry which map was revised and corrected as of June 23, 2005, and recorded in Plat Book B501 B51, Pages 498 505, Bladen County Registry and Plat Book 114, Pages 146-149 Cumberland County Registry and; thence S 80° 06' 00" W 882 86', thence N 43° 40' 04" W 48 99', thence N 20° 49' 15" W 19 63'; thence N 80° 06' 00" E 906 22', thence S 17° 06' 44" E 60.48' to the Point and Place of Beginning, which access easement is depicted on Sheet 4 of the aforementioned plat.

b A non-exclusive easement for ingress, egress and regress over the soil path/road depicted on Sheet 3 of the plat recorded at Plat Book B28, Pages 271-278, Bladen County Registry and Plat Book 110, Pages 139-142, Cumberland County Registry which map was revised and corrected as of June 23, 2005, and recorded in Plat Book B501 B51, Pages 498 505, Bladen County Registry and Plat Book 114, Pages 146-149 Cumberland County Registry and, which soil path/road is shown transversing the permanent conservation easement and intersecting a call on the western boundary of said permanent conservation easement reading N 32° 42' 51" East 1413.44' and intersecting the upper end of a call on the eastern boundary of said permanent conservation easement reading S 15° 26' 18" E 5714 57' This non-exclusive easement is subject to Grantee's determination to keep and preserve said soil path/road and is further subject to uses consistent with this Conservation Easement and the potential for hydraulic trespass as described in that certain Option to Purchase Conservation Easement dated May 5, 2003, by and between Steve A. Quinn and wife, Sharon Valentine and E. Marvin Johnson (a widower) as "Seller" and Buck Engineering, P C , a North Carolina professional corporation as "Buyer."

c A non-exclusive easement for ingress, egress and regress over that soil path/road depicted on the plat recorded at Plat Book B28, Pages 271-278, Bladen County Registry and Plat Book 110, Pages 139-142, Cumberland County Registry which map was revised and corrected as of June 23, 2005, and recorded in Plat Book B501 B51, Pages 498 505, Bladen County Registry and Plat Book 114, Pages 146-149 Cumberland County Registry and running generally in a north/south direction within the boundaries of the permanent conservation easement but exiting said permanent conservation easement through the eastern boundary of said permanent

conservation easement as shown on Sheet 2 of said recorded plat. This non-exclusive easement is subject to Grantee's determination to keep and preserve said soil path/road and is further subject to uses consistent with this Conservation Easement and the potential for hydraulic trespass as described in that certain Option to Purchase Conservation Easement dated May 5, 2003, by and between Steve A. Quinn and wife, Sharon Valentine and E. Marvin Johnson (a widower) as "Seller" and Buck Engineering, P.C , a North Carolina professional corporation as "Buyer "

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EXPLANATION STATEMENT TO CORRECT OBVIOUS MINOR ERROR (S) MADE IN AN INSTRUMENT AS ORIGINALLY RECORDED.

RE: BOOK 6935

PAGE 208

RECORDED IN THE Cumberland COUNTY REGISTRY

NAMES OF ALL PARTIES TO THE ORIGINAL INSTRUMENT:

GRANTORS: Sharon Valentine, individually and as sole beneficiary of and Executrix of the Estate of Steve A. Quinn, deceased, and E. Marvin Johnson, a Widower

TRUSTEE/GRANTEES: The North Carolina Department of Transportation

STATE OF NORTH CAROLINA
COUNTY OF Cumberland

I/WE, The Undersigned, hereby certify that the following corrections are made in the above named recorded instrument in accordance with the provisions of G.S. 47-36.1 ratified June 30, 1986

DESCRIPTION OF CORRECTION (S): The notary's official seal was previously omitted on page 9 and such seal is added by this corrective document.

THIS, THE 22 DAY OF July, 20 05.

Robert H. Merritt, Jr (SEAL)

(SEAL)

(SEAL)

(SEAL)

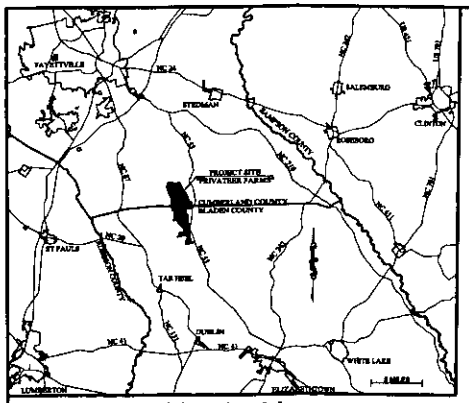
(SEAL)

The foregoing Certificate(s) of Amanda I Cifra

is/~~are~~ certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof

J LEE WARREN, JR REGISTER OF DEEDS FOR CUMBERLAND COUNTY

By Regina Frazier Deputy/~~Assistant~~ Register of Deeds



146 Vicinity Map

CUMBERLAND COUNTY REGISTRY

DEED BOOK 3398	PAGE 0006	
DEED BOOK 2373	PAGE 0330	
DEED BOOK 0865	PAGE 024	
DEED BOOK 4784	PAGE 0704	
DEED BOOK 5079	PAGE 0808	
DEED BOOK 0084	PAGE 0138	

MEMORANDUM OF OPTION TO PURCHASE CONSERVATION EASEMENT DATED MAY 6, 2003; DEED BOOK 8085, PAGE 221

OPTION TO PURCHASE CONSERVATION EASEMENT DATED MAY 5, 2003 (SEE PARAGRAPH 7.9(e) – HYDRALIC TRESPASS)

BLADEN COUNTY REGISTRY

DEED BOOK 291 PAGE 651	DEED BOOK 291, PAGE 85
DEED BOOK 391 PAGE 4	DEED BOOK 229, PAGE 440
DEED BOOK 240, PAGE 319	DEED BOOK 257 PAGE 336
DEED BOOK 403 PAGE 81	DEED BOOK 333, PAGE 667
DEED BOOK 86-E, PAGE 087	DEED BOOK 445, PAGE 379
DEED BOOK 184 PAGE 365	DEED BOOK 330, PAGE 587
DEED BOOK 291 PAGE 651	DEED BOOK 333, PAGE 857
DEED BOOK 256, PAGE 476	DEED BOOK 344, PAGE 148
DEED BOOK 432, PAGE 428	DEED BOOK 321 PAGE 481
DEED BOOK 158 PAGE 157	DEED BOOK 362, PAGE 194
DEED BOOK 282, PAGE 572	DEED BOOK 268, PAGE 17
DEED BOOK 248, PAGE 270	DEED BOOK 250, PAGE 024
DEED BOOK 465, PAGE 012	DEED BOOK 253, PAGE 037
DEED BOOK 249 PAGE 298	DEED BOOK 262, PAGE 534
DEED BOOK 228, PAGE 710	DEED BOOK 214, PAGE 188
DEED BOOK 281 PAGE 473	DEED BOOK 300, PAGE 399
DEED BOOK 214, PAGE 847	DEED BOOK 291 PAGE 65
DEED BOOK 331 PAGE 298	DEED BOOK 181 PAGE 430
DEED BOOK 120, PAGE 505	DEED BOOK 442, PAGE 805
DEED BOOK 148, PAGE 738	DEED BOOK 302, PAGE 687
DEED BOOK 445, PAGE 299	MAP BOOK 8 PAGE 88
	MAP BOOK 8 PAGE 85

AN UNRECORDED SURVEY BY ROBERT J. SALMON JR., RLS DATED MARCH 6, 1962 SUPPLEMENTING SURVEY RECORDED IN MAP BOOK 8, PAGE 88.

DEED BOOK 243, PAGE 746 (BLANKET EASEMENT FOR STAR TELEPHONE MEMBERSHIP CORPORATION)

MEMORANDUM OF OPTION TO PURCHASE CONSERVATION EASEMENT DATED MAY 6, 2003; DEED BOOK 0576, PAGE 0625

OPTION TO PURCHASE CONSERVATION EASEMENT DATED MAY 5, 2003 (SEE PARAGRAPH 7.9( ) – HYDRALIC TRESPASS)

OWNER CERTIFICATE

I, SHARON VALENTINE, HEREBY CERTIFY THAT I AM THE SURVIVING SPOUSE, SOLE BENEFICIARY OF AND EXECUTRIX OF THE ESTATE OF STEVE A. QUINN, DECEASED, THAT BY VIRTUE OF THE FOREGOING I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON WHICH WAS CONVEYED TO STEVE A. QUINN, DECEASED, BY SPECIAL WARRANTY DEED RECORDED IN DEED BOOK 3398, PAGE 6 OF THE CUMBERLAND COUNTY REGISTRY AND DEED BOOK 291 PAGE 651 OF THE BLADEN COUNTY REGISTRY, AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT. FURTHER, I HEREBY CERTIFY THAT THE LAND AS SHOWN HEREON IS WITHIN THE SUBDIVISION REGULATION JURISDICTIONS OF CUMBERLAND AND BLADEN COUNTIES, NORTH CAROLINA.

SHARON VALENTINE 7/7/05 DATE
SOLE BENEFICIARY AND EXECUTRIX OF THE ESTATE OF STEVE A. QUINN (DECEASED).

STATE OF NORTH CAROLINA
COUNTY OF HOKE

I, AMANDA J. CERDA A NOTARY PUBLIC FOR THE COUNTY AND STATE AFOREAID, DO HEREBY CERTIFY THAT SHARON VALENTINE, SOLE BENEFICIARY AND EXECUTRIX OF THE ESTATE OF STEVE A. QUINN, DECEASED, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT

WITNESS MY HAND AND OFFICIAL STAMP OR SEAL THIS 7th DAY OF July, 2005.

NOTARY PUBLIC

MY COMMISSION EXPIRES 5-28-2010

OFFICIAL SEAL
Notary Public, North Carolina
County of Cumberland
Amanda J. Cerda
My Commission Expires 05/28/2010

OWNER CERTIFICATE

I, E. MARVIN JOHNSON, A WIDOWER, HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON WHICH WAS CONVEYED TO ME BY SPECIAL WARRANTY DEED RECORDED IN DEED BOOK 3398, PAGE 6 OF THE CUMBERLAND COUNTY REGISTRY AND DEED BOOK 291 PAGE 651 OF THE BLADEN COUNTY REGISTRY AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT. FURTHER, I HEREBY CERTIFY THAT THE LAND AS SHOWN HEREON IS WITHIN THE SUBDIVISION REGULATION JURISDICTIONS OF CUMBERLAND AND BLADEN COUNTIES, NORTH CAROLINA.

E. MARVIN JOHNSON 7/7/05 DATE

STATE OF NORTH CAROLINA
COUNTY OF HOKE

I, AMANDA J. CERDA A NOTARY PUBLIC FOR THE COUNTY AND STATE AFOREAID, DO HEREBY CERTIFY THAT E. MARVIN JOHNSON PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT

WITNESS MY HAND AND OFFICIAL STAMP OR SEAL THIS 7th DAY OF July, 2005.

NOTARY PUBLIC

MY COMMISSION EXPIRES 5-28-2010

OFFICIAL SEAL
Notary Public, North Carolina
County of Cumberland
Amanda J. Cerda
My Commission Expires 05/28/2010

NOTES

1. THE PURPOSE OF THIS PLAT IS TO DEPICT A CONSERVATION EASEMENT AND PROVIDE A BASIS FOR THE CONVEYANCE AND DEDICATION OF SAID CONSERVATION EASEMENT. THIS PLAT DOES NOT CREATE ANY NEW PROPERTY LINES OR EFFECT ANY EXISTING PROPERTY LINES.

2. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS, RIGHTS-OF-WAY ETC. NOT SHOWN. BOUNDARY INFORMATION IS DERIVED FROM DEEDS, PLATS, AND TAX RECORDS OF THE CUMBERLAND COUNTY AND BLADEN COUNTY REGISTRY'S AS SHOWN HEREON. SURVEYED BOUNDARY LINES ARE SHOWN AS SOLID LINES.
THE CUMBERLAND/BLADEN COUNTY LINE WAS DIGITIZED FROM A USGS TOPOGRAPHIC MAP (DIGITAL RASTER GRAPHIC) DATED JULY 1978.

THE CAROLINA POWER & LIGHT TRANSMISSION LINE EASEMENT AND ALL OTHER ABOVE GROUND UTILITIES IN THE PROXIMITY OF THE CONSERVATION EASEMENT WERE FIELD LOCATED
NC HWY 53 IN THE PROXIMITY OF THE INGRESS/EGRESS EASEMENT WAS FIELD LOCATED

THE EXISTING SOIL DRIVE USED FOR ACCESS TO/FROM NC HWY 53 WAS FIELD LOCATED AND PROVIDED THE BASIS FOR DEFINING THE INGRESS/EGRESS EASEMENT

3. NORTH CAROLINA GRID COORDINATES FOR GPS DERIVED CONTROL POINTS WERE ESTABLISHED BY BUCK ENGINEERING. (COMBINED FACTOR=0.9998987265)

4. ALL DISTANCES ARE HORIZONTAL GROUND UNLESS OTHERWISE NOTED

5. THE BEARING BASIS FOR THIS PLAT IS NAD 83(NC GRID).

6. ALL AREAS SHOWN WERE CALCULATED BY COORDINATE COMPUTATION

7. ALL CONSERVATION EASEMENT POINTS ARE MONUMENTED WITH REBAR AND CAP

8. THE RIGHT(S) OF NON-EXCLUSIVE INGRESS, EGRESS, AND REGRESS OVER AND ALONG ANY AND ALL EXISTING OR FUTURE PATHS/ROADS TRANSECTING SUBJECT PROPERTY ARE RESERVED BY THE GRANTOR FOR USES AND PURPOSES NOT INCONSISTENT WITH THE USE OF THE PROPERTY DESCRIBED HEREON FOR CONSERVATION EASEMENT PURPOSES.

NO APPROVAL REQUIRED
STATE OF NORTH CAROLINA
CUMBERLAND COUNTY

I, Donna McFadyen
REVIEW OFFICER FOR THE COUNTY OF CUMBERLAND, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

Donna McFadyen 7-7-05
REVIEW OFFICER DATE

STATE OF NORTH CAROLINA
BLADEN COUNTY

REVIEW OFFICER FOR THE COUNTY OF BLADEN, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER DATE

NOTE A

THIS PLAT IS A REVISION TO "FINAL PLAT OF CONSERVATION EASEMENT FOR NORTH CAROLINA DEPARTMENT OF TRANSPORTATION ON THE PROPERTY OF SHARON VALENTINE AND E. MARVIN JOHNSON" PREPARED BY BUCK ENGINEERING, P.C. AND DATED OCTOBER 14, 2003.

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THIS REVISION WAS MADE TO THE NORTHERNLY PORTION OF THE CONSERVATION EASEMENT(SHEET 2 OF 4) TO FULLY ENCOMPASS THE ACTUAL LOCATION OF THE EXISTING STREAM BED.

THE TOTAL AREA OF THE CONSERVATION EASEMENT (430.00 Acres) WAS NOT REVISED

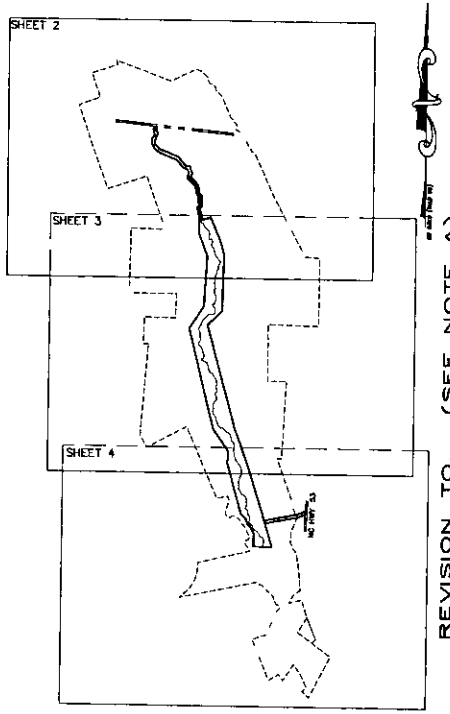
I, WILLIAM KENT DO HEREBY CERTIFY THAT THIS SURVEY IS OF ANOTHER CATEGORY AND IS AN EXCEPTION TO THE DEFINITION OF SUBDIVISION.

WILLIAM KENT PLS L-3708

I, WILLIAM KENT CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION USING REFERENCES SHOWN HEREON, THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION SHOWN HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SEAL THIS 7th DAY OF July, 2005.

WILLIAM KENT PLS L-3708

NORTH CAROLINA PROFESSIONAL SEAL L-3708 WILLIAM KENT
7-7-05



SHEET KEY

REVISION TO. (SEE NOTE A)

AREA SUMMARY

CONSERVATION EASEMENT 430.00 ACRES

031602
RECEIVED
7-7-05 PM 1:23:58
J. LEE MONROE JR.
REGISTER OF DEEDS
CUMBERLAND CO. N.C.

114 146
194
PLAT BOOK _____ PAGE _____

FINAL PLAT OF
CONSERVATION EASEMENT
FOR
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
ON THE PROPERTY OF
SHARON VALENTINE and E. MARVIN JOHNSON

WHITE OAK TOWNSHIP
CEDAR CREEK TOWNSHIP

BLADEN COUNTY
CUMBERLAND COUNTY

NORTH CAROLINA
NORTH CAROLINA

BE PROJECT No 157R
DATE OCTOBER 14 2003
DRAWING NAME PF_EASE.DWG

REVISION DATE JUNE 23, 2005

DRAWN BY DCW
CHECKED BY WK

SHEET No 1 of 4

PREPARED IN THE OFFICE OF:
BUCK ENGINEERING
8000 Regency Parkway Suite 200
Cary, North Carolina 27511
Phone 919-463-5488
Fax 919-463-5490

BK 114 PG 146
1064

BK 114 PG 147 2 of 4

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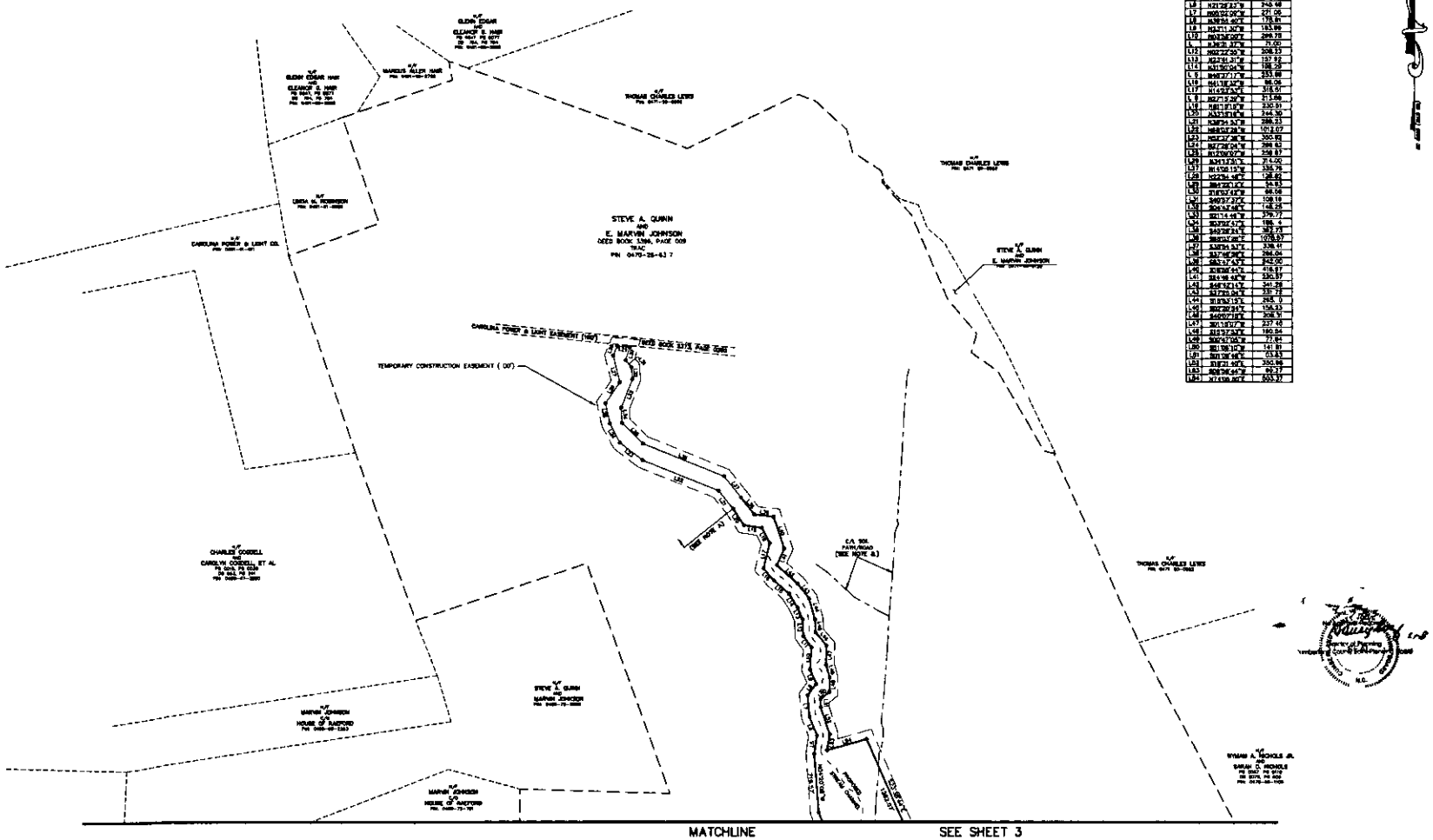

CONSERVATION EASEMENT		
LINE	BEARING	DISTANCE
L1	N08°45'34"E	294.46
L2	N21°36'33"W	248.48
L3	N66°52'00"W	221.06
L4	N38°54'40"E	175.81
L5	N33°11'30"W	183.99
L6	N03°34'00"E	209.78
L7	N36°35'37"W	71.00
L8	N02°22'50"W	208.33
L9	N27°41'31"W	157.92
L10	N31°50'04"W	186.25
L11	N44°37'11"W	253.68
L12	N41°18'30"W	98.04
L13	N14°53'34"W	318.51
L14	N27°15'30"W	213.06
L15	N81°11'10"W	230.91
L16	N33°51'14"W	244.30
L17	N34°34'17"W	286.23
L18	N44°32'36"W	1012.07
L19	N51°27'36"W	350.92
L20	N17°30'04"W	298.63
L21	N17°30'07"W	298.87
L22	N31°33'31"W	71.00
L23	N14°03'13"W	135.75
L24	N22°34'48"E	128.62
L25	N84°20'11"E	54.83
L26	N16°03'43"W	68.06
L27	N40°37'07"W	108.19
L28	N04°47'48"E	148.26
L29	N21°14'48"W	379.77
L30	N03°02'47"E	189.4
L31	N40°36'41"E	383.77
L32	N44°37'48"E	1078.07
L33	N38°54'34"E	338.41
L34	N47°46'36"E	294.04
L35	N65°17'43"E	242.00
L36	N18°04'41"E	416.97
L37	N41°55'48"W	330.07
L38	N46°43'13"E	341.28
L39	N33°22'24"E	337.77
L40	N18°53'13"E	265.0
L41	N02°20'34"E	156.33
L42	N40°07'18"E	308.31
L43	N01°35'07"W	237.48
L44	N19°53'34"E	160.84
L45	N06°47'06"W	77.61
L46	N21°06'10"W	141.81
L47	N01°36'46"E	63.83
L48	N18°21'40"E	350.98
L49	N06°04'47"E	92.37
L50	N17°08'00"E	503.37

REVISION TO (SEE NOTE A)

FINAL PLAT OF
CONSERVATION EASEMENT
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
ON THE PROPERTY OF
SHARON VALENTINE and E. MARVIN JOHNSON

WHITE OAK TOWNSHIP
CEDAR CREEK TOWNSHIP

BLADEN COUNTY
CUMBERLAND COUNTY

NORTH CAROLINA
NORTH CAROLINA

BE PROJECT No. 157R
DATE OCTOBER 14 2003
DRAWING NAME PF_LEASE.DWG

REVISION DATE JUNE 23, 2005

DRAWN BY: DCW
CHECKED BY: WK

SHEET No. 2 of 4

NOTE A

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THE TOTAL AREA OF THE CONSERVATION EASEMENT (138.00 acres) WAS NOT REVISED

031603

PLAT BOOK 114 PAGE 147

LEGEND

- PROPERTY LINE SURVEYED
- PROPERTY LINE NOT SURVEYED
- CONSERVATION EASEMENT
- EXISTING SOIL PATH/ROAD
- PROPOSED STREAM CHANNEL
- OVERHEAD POWER (OHP)
- EASEMENT MONUMENT SET
- I-BEAM FOUND

GRAPHIC SCALE

(IN FEET)
1 inch = 200 ft.

NORTH CAROLINA PROFESSIONAL SEAL 7705 WILLIAM KEAR

PREPARED IN THE OFFICE OF
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8000 Regency Parkway Suite 200
Cary, North Carolina 27511
Phone 919-463-5488
Fax 919-463-5490

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BK 114 Pg 148 3 of 4

MATCHLINE SEE SHEET 2

CUMBERLAND COUNTY LINE
BLADEN COUNTY LINE

TEMPORARY CONSTRUCTION EASEMENT (100')

STEVE A. QUINN AND E. MARVIN JOHNSON
DEED BOOK 3396 PAGE 009
TRACT 1
PIN 0470-29-8397

STEVE A. QUINN AND E. MARVIN JOHNSON
DEED BOOK 291 PAGE 851
TRACT 1
PIN 0378-00-78-8037

RESERVED NON-EXCLUSIVE ACCESS EASEMENT

C.A. SOIL & TH/ROAD (SEE NOTE 6)

TEMPORARY CONSTRUCTION EASEMENT (00')

1-BEAM FOUND

NGS MONUMENT "DUART RM 3"
NO. A.8086
N=382,734.83
E=2,084,54 .43
NC CRDO-MADE3

MATCHLINE SEE SHEET 4

LEGEND

PROPERTY LINE SURVEYED
PROPERTY LINE NOT SURVEYED
CONSERVATION EASEMENT
EXISTING SOIL PATH/ROAD
PROPOSED STREAM CHANNEL
OVERHEAD POWER (OHP)
EASEMENT MONUMENT SET
I-BEAM FOUND

GRAPHIC SCALE
(IN FEET)
1 inch = 600 ft.

NOTE A

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NORTH CAROLINA PROFESSIONAL SEAL L-3705 LAND SURVEYOR WILLIAM HERR
3705
031604

Book 114 148
3 of 4
PLAT BOOK _____ PAGE _____

REVISION TO (SEE NOTE A)

FINAL PLAT OF
CONSERVATION EASEMENT
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ON THE PROPERTY OF
SHARON VALENTINE and E. MARVIN JOHNSON

WHITE OAK TOWNSHIP
CEDAR CREEK TOWNSHIP

BLADEN COUNTY
CUMBERLAND COUNTY

NORTH CAROLINA
NORTH CAROLINA

BE PROJECT No 157R
DATE OCTOBER 14 2003
DRAWING NAME PF_EASE.DWG
REVISION DATE JUNE 23, 2005

DRAWN BY: DCW
CHECKED BY: WHK

SHEET No 3 of 4

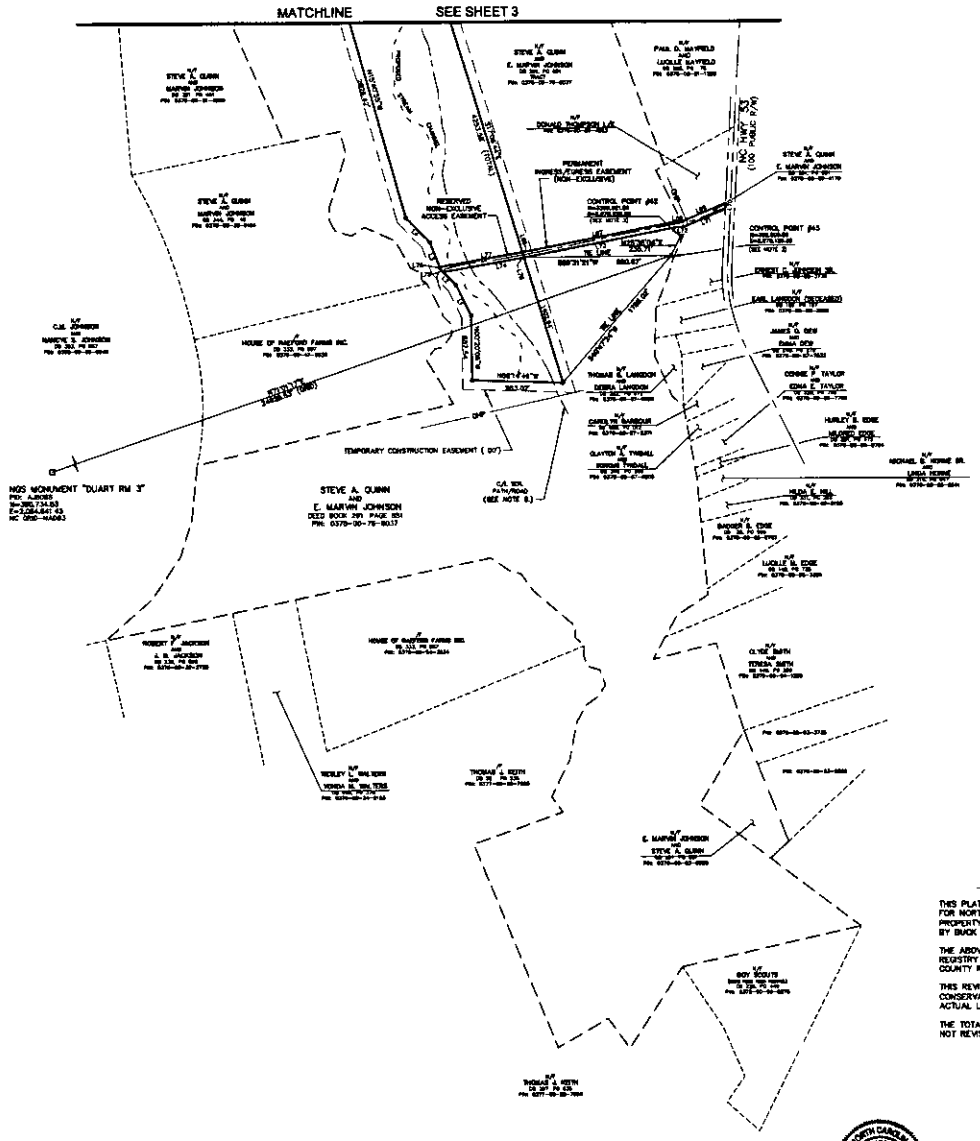
PREPARED IN THE OFFICE OF

BUCK ENGINEERING

8000 Regency Parkway Suite 200
Cary North Carolina 27511
Phone 919-463-5488
Fax 919-463-5490

BK 114 Pg 149 4 of 4

MATCHLINE SEE SHEET 3



CONSERVATION EASEMENT		
LINE	BEARING	DISTANCE
L1	N28°15'12"W	388.63
L2	N43°42'04"W	244.56
L3	N20°49'13"W	305.41
L4	N44°33'21"W	386.78

INGRESS/EGRESS EASEMENT		
LINE	BEARING	DISTANCE
L66	N70°00'45"E	696.63
L66	S88°56'32"W	83.67
L69	N87°00'21"E	512.12
L70	S83°00'12"W	96.80
L71	N67°00'21"E	479.88
L72	S06°36'32"W	72.39
L73	N78°00'45"E	677.04

RESERVED NON-EXCLUSIVE ACCESS EASEMENT		
LINE	BEARING	DISTANCE
L74	S80°05'00"W	882.06
L75	N53°40'03"W	46.09
L76	N02°36'13"W	18.63
L77	N80°05'00"E	864.22
L78	S17°06'44"E	60.48

149

REVISION TO (SEE NOTE A)

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NORTH CAROLINA PROFESSIONAL SEAL L-2707 WILLIAM KEEP 7/7/05

GRAPHIC SCALE

(IN FEET)
1 inch = 800 ft.

031605

DB 114 @ 149

PLAT BOOK _____ PAGE 404

LEGEND

- PROPERTY LINE SURVEYED
- PROPERTY LINE NOT SURVEYED
- CONSERVATION EASEMENT
- EXISTING SOIL PATH/ROAD
- PROPOSED STREAM CHANNEL
- OVERHEAD POWER (OHP)
- EASEMENT MONUMENT SET
- I-BEAM FOUND

FINAL PLAT OF
CONSERVATION EASEMENT
FOR
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
ON THE PROPERTY OF
SHARON VALENTINE and E. MARVIN JOHNSON

WHITE OAK TOWNSHIP
CEDAR CREEK TOWNSHIP

BLADEN COUNTY
CUMBERLAND COUNTY

NORTH CAROLINA
NORTH CAROLINA

BE PROJECT No. 157R
DATE: OCTOBER 14, 2003
DRAWING NAME: PF_EASE.DWG

REVISION DATE JUNE 23, 2005

DRAWN BY: DCW
CHECKED BY: WK

SHEET No 4 of 4

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